



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1094-1X
EFFECTIVE BEGIN DATE: 12-01-2004
EXPIRATION DATE: 11-30-2005
PAGE: 1 of 8

BUYER :

PAYMENT TERMS (%): DAYS:

VENDOR:

McCollister & Co.
2200 South Ave
PO Box 587
Council Bluffs, IA 51502
USA

VENDOR CONTACT:

MARLA SPITZNAGLE
PHONE: 800-798-6457 **EXT:**
EMAIL:
VENDOR #: 47042793900

DESCRIPTION OF ITEMS CONTRACTED

OIL, LUBRICANTS

Contract To Provide Lubricants Pursuant To The Specifications, Terms And Conditions Of Sealed Bid No.50500S311 Dated December 3, 2004 that is On File With The Department Of Administrative Services, General Services Enterprise - Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

A drum deposit will be charged and when the drum is returned, McCollister and Company will issue a check for the drum deposit directly to each ordering facility.

RENEWAL PERIODS REMAINING

1 Years
1 Years

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



**STATE OF IOWA
MASTER AGREEMENT**

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EFFECTIVE BEGIN DATE: 12-01-2004
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PAGE: 2 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
1	0.00000	PAIL	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Transformer Oil Meeting Specification VV-1-530 And Amendments (5 Gal. Pail) Brand Name And Number: United 6320-25 Recycled Oil Content: No	\$26.150000
2	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Transformer Oil Meeting Specification Vv-1-530 And Amendment (55 Gal. Drum) Brand Name And Number: United 6320-02 Recycled Oil Content: No Must Include Drum Deposit	\$232.650000
3	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Cutting Oil Sulferized-Fatty-Mineral, Used As Coolants And Lubricants For Cutting Tools Or Lathes Or Other Machinery Of Which They Might Be Required And For Threading Operations In Shops, Minimum 3% Sulfur Content, Grade A. (55 Gal. Drum) Brand Name And Number: United 4749-02 Recycled Oil Content: No Must Include Drum Deposit	\$83.050000
4	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Turbine And Compressor Oil For Cylinder Lubrication, Shall Be Refined Petroleum Oils Without The Admixture Of Fatty Oils Fatty Acids, Resins, Soaps, Or Other Non-Hydrocarbon Materials To Be Of Two Grades. (55 Gal. Drum - Light) Brand Name And Number: United 3044-02 Recycled Oil Content: 80% - ISO 32	\$182.050000
5	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Turbine And Compressor Oil For Cylinder Lubrication, Shall Be Refined Petroleum Oils Without The Admixture Of Fatty Oils Fatty Acids, Resins, Soaps, Or Other Non-Hydrocarbon Materials To Be Of Two Grades. (55 Gal. Drum - Medium) Brand Name And Number: United 3044-02 Recycled Oil Content: 80% Must Include Drum Depos - ISO 46	\$182.050000
6	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Sewing Machine Oil, Oil Shall Be Pure, Well Filtered, Straight Mineral Oil, Free From Acid, Alkali, And Suspended Matter. (55 Gal. Drum) Brand Name And Number: United 1231-02 Recycled Oil Content: No Must Include Drum Deposit	\$182.050000
7	0.00000	PAIL	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Universal, Gear Lubricant, Covers The Grades Of Gear Lubricants Satisfactory For The Lubrication Of Automotive Gear Units, Heavy Duty Industrial Type Enclosed Gear Units, Steering Gears, And Fluid Lubricated Universal Joints Of Automotive Equipment, To Meet Mil-L 2105c Service Classification GL5 Grade 80-W-90 (5 Gal. Pail). Brand Name And Number: United 3139-25 Recycled Oil Content: 50%	\$22.150000
8	0.00000	KEG	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Universal Gear Lubricant, Covers The Grades Of Gear Lubricants Satisfactory For The Lubrication Of Automotive Gear Units, Heavy Duty Industrial Type Enclosed Gear Units, Steering Gears, And Fluid Lubricated Universal GL5. Joints Of Automotive Equipment, To Meet Mil-L 2105c Service Classification GL5 Grade 80 W-90 (120 Lb. Kegs) Brand Name And Number: United 3139-41 120# Keg - 16 Gallons Per Keg Recycled Oil Content: 50% 16 Gallons Per Keg	\$79.680000
9	0.00000	PAIL	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Universal Gear Lubricant, Covers The Grades Of Gear Lubricants Satisfactory For The Lubrication Of Automotive Gear Units, Heavy Duty Industrial Type Enclosed Gear Units, Steering Gears, And Fluid Lubricated Universal GL5. Joints Of Automotive Equipment,	\$22.700000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1094-1X

EFFECTIVE BEGIN DATE: 12-01-2004
EXPIRATION DATE: 11-30-2005
PAGE: 3 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
10	0.00000	KEG	To Meet Mil-L 2105c Service Classification GL-5. Grade 85 W-140 (5 Gal. Pail.) Brand Name And Number: United 3131-25 Recycled Oil Content: No 40531	\$81.440000
11	0.00000	DRUM	Lubricants, Industrial Type (Incl. Biodegradable Type) Universal Gear Lubricant, Covers The Grades Of Gear Lubricants Satisfactory For The Lubrication Of Automotive Gear Units, Heavy Duty Industrial Type Enclosed Gear Units, Steering Gears, And Fluid Lubricated Universal GL-5. Joints Of Automotive Equipment, To Meet Mil-L 2105c Service Classification GL5. Grade 85 W-140 (120 Lb. Kegs) Brand Name And Number: United 3131-41 120# Keg - 16 Gallons Per Keg Recycled Oil Content: No 16 Gallons Per Keg 40531	\$212.300000
12	0.00000	PAIL	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Single Grade Engine Oil, Mil-L- 46152E, API Service (55 Gal. Drum.) SJ Brand Name And Number: United 152x-02 Recycled Oil Content: 70% Must Include A Drum Deposit 40531	\$21.250000
13	0.00000	CASE	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Single Grade Engine Oil, Mil-L- 46152e, Apl Service SJ (5 Gal. Pail) Brand Name And Number: United 152x-25 Recycled Oil Content: 70% 40531	\$14.850000
14	0.00000	DRUM	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Single Grade Engine Oil, Mil-L- 46152e, Apl Service SJ (12-1qt. Per Case Extra Heavy Duty - Ehd). Brand Name And Number: United 152x-20 Recycled Oil Content: 70% 3 Gallons Per Case 40531	\$228.800000
15	0.00000	PAIL	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Viscosity No. 5w-30, 10w-30, 20w-40 Multi Grade Engine Oil - Apl Service SJ (55 Gal. Drum) Brand Name And Number: United 156x-02 Recycled Oil Content: 80% Must Include A Drum Deposit 40531	\$22.750000
16	0.00000	CASE	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Viscosity No. 5w-30, 10w-30, 20w-40 Multi Grade Engine Oil - Apl Service (5 Gal. Pails). Brand Name And Number: United 156x-25 Recycled Oil Content: 80% 40531	\$15.750000
17	0.00000	DRUM	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Viscosity No. 5w-30, 10w-30, 20w-50 Multi Grade Engine Oil - Apl Service SJ (12-1 Qt. Per Case). Brand Name And Number: United 156x-20 3 Gallons Per Case Recycled Oil Content: 82% 40531	\$216.700000
18	0.00000	PAIL	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Viscosity No. 10w-40 Multi-Grade Apl Service SJ Oil To Meet Proposed Astm Fuel Economy Test 10w-40 - 55 Gal. Drum. Brand Name And Number: United 1564-02 Recycled Oil Content: 82% Must Include A Drum Deposit 40531	\$21.650000
19	0.00000	CASE	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Viscosity No. 10w-40 Multi-Grade Apl Service SJ Oil To Meet Proposed Astm Fuel Economy Tests 10w-40 (5 Gal. Pails) Brand Name And Number: United 1564-25 Recycled Oil Content: 82% 40531	\$15.090000
			Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Viscosity No. 10w-40 Multi-Grade Apl Service SJ Oil To Meet Proposed Astm Fuel Economy Tests 10w-40 (12-1 Qt. Per	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1094-1X

EFFECTIVE BEGIN DATE: 12-01-2004
EXPIRATION DATE: 11-30-2005
PAGE: 4 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
20	0.00000	DRUM	Case). Brand Name And Number: United 1564-20 Recycled Oil Content: 82% 3 Gallons Per Case 40531	\$211.750000
21	0.00000	PAIL	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E Viscosity No. 10w30 Multi-Grade Engine Oil-Apl Service SL In 55 Gal. Drum Brand Name And Number: United 1561-02 Recycled Oil Content: 83% Must Include A Drum Deposit 40531	\$21.200000
22	0.00000	QT	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Viscosity No. 10w-30 Multi-Grade Engine Oil-Apl Service SL . In 5 gallon pail Brand Name And Number: United 1561-25 Recycled Oil Content: 83% Must Include A Drum Deposit 40531	\$14.640000
23	0.00000	DRUM	Lubricants, Industrial Type (Incl. Biodegradable Type) S.A.E. Viscosity No. 10w-30 Multi-Grade Engine Oil-Apl Service SL. In 12 1 Quarts Brand Name And Number: United 1561-20 in 12 - 1 quart containers 40531	\$217.250000
24	0.00000	PAIL	Lubricants, Industrial Type (Incl. Biodegradable Type) Diesel Engine Oil Mil-L-2104e Apl Service Cg-4, CF/CF-2 Sae Single Grades (55 Gal. Drums) Brand Name And Number: United 104x-25 Recycles Oil Content: 53% Must Include A Drum Deposit 40531	\$21.700000
25	0.00000	CASE	Lubricants, Industrial Type (Incl. Biodegradable Type) Diesel Engine Oil Mil-L-2104e Apl Service Cg-4, (5 Gal. Pails). Brand Name And Number: United 104x-25 Recycled Oil Content: 53% CF/CF-2 40531	\$15.480000
26	0.00000	DRUM	Lubricants, Industrial Type (Incl. Biodegradable Type) Diesel Engine Oil Mil-L-2104e Apl Service Cg-4, SAE 15W - 40 multi grades (12-1 Qt. Per Case). Brand Name And Number: United 1023-20 Recycled Oil Content: 53% 40531	\$223.850000
27	0.00000	PAIL	Lubricants, Industrial Type (Incl. Biodegradable Type) Diesel Engine Oil Mil-L-2104e Apl Service Cg-4, Sae 15w-40 Multi Grades (55 Gal. Drums) Brand Name And Number: United 1023-02 Recycled Oil Content: 79% Must Include A Drum Deposit 40531	\$22.300000
28	0.00000	DRUM	Lubricants, Industrial Type (Incl. Biodegradable Type) Diesel Engine Oil Mil-L-2104e Apl Service Cg-4, Sae 15w-40 Multi Grades (5 Gal. Pails) CI-4/SL Brand Name And Number: United 1023-25 Recycled Oil Content: 79% 40531	\$223.850000
29	0.00000	CASE	Lubricants, Industrial Type (Incl. Biodegradable Type) Diesel engine oil MIL-L-2104E AP1 service CG-4, SAE 15W - 40 multi grades (55 gal. drum) CI-4/SL Brand: United #1023-02 40531	\$15.480000
30	0.00000	DRUM	Lubricants, Industrial Type (Incl. Biodegradable Type) Diesel Engine Oil Mil-L-2104e Apl Service Cg-4, Sae 15w-40 multi Grades 12 - 1 Qt. Per Case Brand & Product No.: United 1023-20 Recycled Oil Content: 79% 40531	\$223.850000
			Lubricants, Industrial Type (Incl. Biodegradable Type) Diesel Engine oil MIL-L-2104 E AP1 service CG-4, SAE 15W - 40 multi grades 55 gal. drum Brand And Product No.: United 1023-02 Recycled Oil Content: 79% Must Include A Drum Deposit	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1094-1X

EFFECTIVE BEGIN DATE: 12-01-2004
EXPIRATION DATE: 11-30-2005
PAGE: 5 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
31	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Automatic Transmission Fluids - Dextron II Type (55 Gallon Drum). Brand Name And Number: United 3180-02 Recycled Oil Content: 65% Must Include A Drum Deposit	\$227.150000
32	0.00000	PAIL	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Automatic Transmission Fluids - Dextron II Type (5 Gal. Pails). Brand Name And Number: United 3180-25 Recycled Oil Content: 65%	\$22.600000
33	0.00000	CASE	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Automatic Transmission Fluids Dextron II Type (12 - 1 Qt. Per Case). Brand Name And Number: United 3180-20 Recycled Oil Content: 65%	\$15.660000
34	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Automatic Transmission Fluids - "F" Type (Ford), 55 Gallon Drum Brand Name And Number: United 3140-02 Recycled Oil Content: 65% Must Include A Drum Deposit	\$226.600000
35	0.00000	PAIL	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Automatic Transmission Fluids - "F" Ring Type (Ford), 5 Gallon Pails Brand And Number: United 3140-25 Recycled Oil Content: 65%	\$22.550000
36	0.00000	CASE	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Automatic Transmission Fluids - "F" Type (Ford), 12 - 1 Qt. Per Case 3 Gallons Per Case Brand And Number: United 3140-20 Recycled Oil Content: 65%	\$15.630000
37	0.00000	KEG	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Grease Multi Purpose And Wheel Bearing Grease Used For General Automotive And Truck Lubrication. Suitable For Bearings On Cars Equipped With Disc Brakes. Thickening Agent, Lithium, Grade Nlgi No. 2, Dropping Point (Melting) Above 500 Degrees Farenheit. 120 Lb. Keg Brand Name And Number: United 2339-96 Recycled Oil Content: No	\$114.000000
38	0.00000	PAIL	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Multi Purpose And Wheel Bearing Grease Used For General Automotive And Truck Lubrication. Suitable For Bearings On Cars Equipped With Disc Brakes. Thickening Agent, Lithium, Grade Nlgi No. 2, Dropping Point (Melting) Above 500 Degrees Farenheit. (35# Pail) Brand Name And Number: United 2339-62 Recycled Oil Content: No	\$40.250000
39	0.00000	CASE	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Multi Purpose And Wheel Bearing Grease Used For General Automotive And Truck Lubrication. Suitable For Bearings On Cars Equipped With Disc Brakes. Thickening Agent, Lithium, Grade Nlgi No. 2 Dropping Point (Melting) Above 500 Degrees Farenheit. 14-1/2 Oz. Cartridge, Brand And Name: United 2339-40 Recycled Oil Content: No	\$46.000000
40	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Steam-Turbine Oil, Iso-32, Premium, Rust, And Oxidation Inhibited, Foam Depressant (55 Gal. Drum. Must Include Drum Deposit Brand And Number: United 304X-02 Recycled Oil Content: No	\$182.050000



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1094-1X
EFFECTIVE BEGIN DATE: 12-01-2004
EXPIRATION DATE: 11-30-2005
PAGE: 6 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
41	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Transdraulic Fluid, Universal Tractor Fluid, (55 Gal. drum). Brand Name And Number: United 3680-02 Recycled Oil Content: 65% Must Include A Drum Deposit	\$216.150000
42	0.00000	PAIL	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Transdraulic Fluid, Universal Tractor Fluid, (5 Gal. Pails). Brand Name And Number: United 3680-25 Recycled Oil Content: 65%	\$21.600000
43	0.00000	DRUM	40531	\$20.000000
44	0.00000	DRUM	40531 Lubricants, Industrial Type (Incl. Biodegradable Type) Charge for 55 gallon drum deposit Lubricants, Industrial Type (Incl. Biodegradable Type) Charge for 30 gallon drum deposit	\$18.000000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1094-1X
EFFECTIVE BEGIN DATE: 12-01-2004
EXPIRATION DATE: 11-30-2005
PAGE: 7 of 8

TERMS AND CONDITIONS

Incorporation

The Request for Proposal no. _____ [or bid no. _____] and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State of the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure-A

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance-A

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance-B

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1094-1X
EFFECTIVE BEGIN DATE: 12-01-2004
EXPIRATION DATE: 11-30-2005
PAGE: 8 of 8

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N30

NET 30 DAYS